

**UNITED STATES DISTRICT COURT
COLUMBIA DIVISION**

John C. Nelums; Delmarshi Nelums
PLAINTIFF(S)

VS.

Hutchens Law Firm, LLP

a S.C. professional association.

PHH Mortgage Corporation

a FL professional association

Cascade Funding Mortgage

a FL professional association

John S. Kay, an individual,

Jeanette McBride, an individual,

Joseph Strickland, an individual,

W. Jeffrey Barnes, an individual,

Sean Adegbola, an individual,

Ashley Z. Stanley, an individual,

Alan M. Stewart, an individual

Sarah O. Leonard, an individual

Gregory Wooten, an individual

Louise M. Johnson, an individual

LPS Default Solutions Inc

DEFENDANT (S)

**18 U.S. Code § 1345 –
Injunctions against fraud**

**PLAINTIFFS' MOTION FOR TEMPORARY
RESTRAINING ORDER AND PRELIMINARY
INJUNCTION**

**REQUEST FOR EXPEDITED HEARING
REQUEST FOR ORAL ARGUMENT**

RCVD - USDC COLA SC
APR 24 '24 PM1:38

**Plaintiffs' Motion for Temporary Restraining Order and Preliminary
Injunction**

Plaintiffs move the Court under Federal Rule of Civil Procedure 65(a)-(b)

And 42 U.S.C. § 1983, and 42 U.S.C. § 1988 and ANTI-TRUST 15 USC §§1

and 15 Violation of Section 1 of the Sherman Act, 15 U.S.C. § 1 ...

U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). Recommendation) and ask

that Joseph M. Strickland ("JMS") be removed/recused/ disqualified. from the above-entitled matter pursuant to Rule 501 SCACR and Rule 502, SCACR, Rule 502.1, SCACR) Canon 3 E (1) of the Code of Judicial Conduct (Rule 501 SCACR "South Carolina Appellate Court Rules") Rule 501, SCACR Canon 1, Canon1A, Canon 2, Canon 2A, Canon 2B, Canon 3, Canon 3(B)(2), Canon 3B (7) 3C (1) Canon 3 E (1) (c) or (d) Canon 3F Canon 4, Canon 4 A (1) Canon 4A (2) Rule 502.1, Rule 7(a)(1) 7(a)(1)(3) Rule 7(a)(9) of the Code Judicial Conduct, and all other relevant statutory and case law, for a temporary restraining order and preliminary injunction pending final disposition of this contested lawsuit. The requested temporary restraining order and preliminary injunction against Joseph M. Strickland, why a Writ of Assistance should not be issued by this Court to the Sheriff of Richland County of South Carolina, enjoining them for their roles in a conspiracy to rig bids in violation of the antitrust laws and, as to, Joseph M. Strickland an individual, Hutchens Law Firm, LLP, PHH Mortgage Corporation, Cascade Funding Mortgage, John S. Kay, an individual, Jeanette McBride, an individual, W. Jeffrey Barnes, an individual, Sean Adegbola, an individual, Ashley Z. Stanley, an individual, Alan M. Stewart, an individual, Sarah O. Leonard, an individual, Gregory Wooten, an individual, Louise M. Johnson, an individual, LPS Default Solutions Inc, to engage in criminal fraud related to those contracts.

i. Legal Standard

1. This subdivision implements the broad authority of the 1979 amendments to the Magistrates Act, 28 U.S.C. §636(c), which permit a magistrate to sit in lieu of a district judge and exercise civil jurisdiction over a case, when the parties consent. See McCabe, *The Federal Magistrate Act of 1979*, 16 Harv. J. Legis. 343, 364–79

(1979). In order to exercise this jurisdiction, a magistrate must be specially designated under 28 U.S.C. §636(c)(1) by the district court or courts he serves. The only exception to a magistrate's exercise of civil jurisdiction, which includes the power to conduct jury and nonjury trials and decide dispositive motions, is the contempt power. A hearing on contempt is to be conducted by the district judge upon certification of the facts and an order to show cause by the magistrate. See 28 U.S.C. §639(e). In view of 28 U.S.C. §636(c)(1) and this rule, it is unnecessary to amend Rule 58 to provide that the decision of a magistrate is a "decision by the court" for the purposes of that rule and a "final decision of the district court" for purposes of 28 U.S.C. §1291 governing appeals.

ii. Legal Standard

2. This subdivision implements the blind consent provision of 28 U.S.C. §636(c)(2) and is designed to ensure that neither the judge nor the magistrate attempts to induce a party to consent to reference of a civil matter under this rule to a magistrate. See House Rep. No. 96–444, 96th Cong. 1st Sess. 8 (1979).

3. Defendant Alan M. Stewart Failure of delivery the rental agreement and lease to John C. Nelums; Delmarshi H.Nelums on April 12, 2024.

4. Joseph M. Strickland Failure to ask Defendant Alan M. Stewart about rental agreement and lease on April 12, 2024.

5. "The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings."

6. Hagans v Lavine 415 U. S. 533. "A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity."

7. Nudd v. Burrows, 91 U.S 426. "Fraud vitiates everything"

8. Boyce v. Grundy, 3 Pet. 210 "Fraud vitiates the most solemn contracts, documents and even judgments."

9. In 1996, Congress passed a law to overcome this ruling which stated that judicial immunity doesn't exist; citizens can sue judges for prospective injunctive relief. "Our own experience is fully consistent with the common law's rejection of a rule of judicial immunity. We never have had a rule of absolute judicial immunity. At least seven circuits have indicated affirmatively that there is no immunity... to prevent irreparable injury to a citizen's constitutional rights..." "Subsequent interpretations of the Civil Rights Act by this Court acknowledges Congress' intent to reach unconstitutional actions by all state and federal actors, including judges...The Fourteenth Amendment prohibits a state [federal] from denying any person[citizen] within its jurisdiction the equal protection under the laws. Since State [or federal] acts only by its legislative, executive or judicial authorities, the constitutional provisions must be addressed to those authorities, including state and federal judges..." "We conclude that judicial immunity is not a bar to relief against a judicial officer acting in her [his] judicial capacity."

¹ See *Mireles v. Waco*, 112 S. Ct. 286 at 288 (1991)

² See U.S. Magistrate Judges, [uscourts.gov](http://www.uscourts.gov/Statistics/JudicialBusiness/2013/us-magistrate-judges.aspx), <http://www.uscourts.gov/Statistics/JudicialBusiness/2013/us-magistrate-judges.aspx> (last visited Aug. 19, 2014); see also THE FEDERAL LAWYER (May/June 2014) at 34-35 (discussing A.O. statistics), Where service of process was not made pursuant to statute and Supreme Court rules, *Janove v. Bacon*, 6 Ill. 2d 245, 249, 218 N.E.2d 706, 708 (1955)

10. See: See Klay, 376 F.3d at 1100–02; see also in re Ford Motor Co., 471 F.3d at 1256 & n.41. any Actions **18 U.S. Code § 1345 – Injunctions against fraud**, proceedings, including any eviction attempt, pending their current challenge to by reason of the conduct described herein, Defendants. Hon Judge, Joseph M. Strickland individual, Master in Equity United States Magistrate Judge, in violation of the South Carolina subject matter jurisdiction and amount in controversy \$ 323,987.48, codified as S.C. Code Ann. §§ 22-3-10 et seq. and S.C.

Code Ann. §§ 22-3-20”), (Taking judicial notice of any party may request a jury pursuant to Rule 38 on any or all issues triable of right by a jury and, upon the filing of a jury demand, violated, is violating, and is about to violate 18. U.S.C. §§ 1341 and 1343 by facilitating a scheme and artifice to defraud. And obtain money or property by means of false and fraudulent. representations with the intent to any proceedings, and as grounds states:

11. Cascade Funding, Inc. is a financial investment corporation serving as an end-investor in real estate notes and other secured receivables. Our expertise in evaluating the unique aspects of your receivable results in the greatest possible cash to you and fast, smooth closings. Starting in 1992 just outside of Seattle, Washington, Cascade Funding, Inc. was established to provide a liquid market for a variety of secured cash flow contracts.
12. This deed was prepared by
Hutchens Law Firm LLP
P.O. Box 8237
Columbia, SC 29202
Grantees Address: PO Box 24605, West Palm Beach, FL 33416-4605, PHH Mortgage Servicer
13. , PHH Mortgage Corporation
1661, Worthington Road, Suite
100 West Palm Beach, FL 33409
Account No: 7191963268
December 5, 2022
The Amount 323,025.00
14. The practice of law cannot be licensed by any state/State”.
Schware v. Board of Examiners, United State Reports 353 U.S. pages 238, 239] Lawyers and Attorneys are Not Licensed to Practice Law. The "certificate "from the state Supreme Court only authorizes to practice. law. "In courts" as a member of the state judicial branch of government can only represent wards of the court, infants, persons of unsound mind.

(see corpus juris secundum, (C.J.S.) volume 7, section 4) a "certificate". is not a license to practice law as an occupation, nor to do business as a law firm. No other association, even doctors, issue their own license. all are issued by the state. The state bar is a non-governmental private association - and dues must be current to sustain membership.

15. See: U.S. v. Throckmorton, 98 US 61 WHEREAS, officials And even judges have no immunity (See, Owen vs. City of Independence, 100 S Ct. 1398; Maine vs. Thiboutot, 100 S. Ct. 2502; and Hafer vs. Melo, 502 U.S. 21; officials and judges are deemed to know the law and sworn to uphold the law; officials and judges cannot claim to act in good faith in wilful deprivation of law, they certainly cannot plead ignorance of the law, even the Citizen cannot plead ignorance of the law, the courts have ruled there is no such thing as ignorance of the law, it is ludicrous for learned officials and judges to plead ignorance of the law therefore there is no immunity, judicial or otherwise, in matters of rights secured by the Constitution for the United States of America. See: **Title 42 U.S.C. Sec. 1983.** "When lawsuits are brought against federal officials, they must be brought against them in their "individual" capacity not their official capacity. When federal officials perpetrate constitutional torts, they do so *ultra vires* (beyond the powers) and lose the shield of immunity.

16. The 1979 Act seeks only to ensure that magistrates are competent to adjudicate "cases which do not require those special attributes of Article III judges, but nonetheless do require an impartial generalist to resolve issues of importance to the parties.

17. Plaintiffs have explained repeatedly that "injunctions are enforced through the district court's civil contempt power." Thomas v.

Blue Cross and Blue Shield Ass'n, 594 F.3d 823, 829 (11th Cir. 2010) (internal quotation marks omitted) (collecting cases).

18. This case was originally filed in the Circuit Court for Richland County, Plaintiffs timely filed a Notice of Removal pursuant to a "federal. 28 U.S.C. 1337(a), and 1345

19. This Court has jurisdiction over this action under 18 U.S.C. § 1345. and 28U.S.C. §§ 1331 1337(a), and 1345

20. This Court has jurisdiction over the subject matter of this case, there is good cause to believe that it will have jurisdiction over all the parties hereto, and venue in this district is proper.

21. This Court has venue in this matter pursuant to 28 U.S.C. § 1391(b) and (c). under 28 U.S.C. § 1391(b)(1), (b)(2), (c)(1), and (c)(2), and 15 U.S.C. § 53(b)

22. Additionally, under the Fairness Act," the aggregate amount of the' damages will exceed \$25,000,000.00.0

23. There is probable cause to believe that Defendant Doe is. violating and, unless enjoined, will continue to violate 18 U.S.C. § 1343.

24. **THE COURT TAKE JUDICIAL NOTICE** The Supremacy Clause of The Constitution of the United States (Article VI, Clause 2) establishes. that the Constitution, federal laws. made pursuant to it, and treaties. made under its authority, constitute the "Supreme Law of the Land", and thus, take priority over any conflicting. state laws, "the federal law will supersede the other law or laws. This is. commonly known as "Pre-emption."

25. **THE COURT TAKE JUDICIAL NOTICE** S.C. R. Civ. P. 82 (b) Venue of Action. When an action is brought in the wrong county or in the wrong court, the court shall not dismiss the action but shall transfer it

to any proper county or court in which it could have been brought. See: Rule 82(c) conforms to present practice.

26. The Court held that all four elements Rooker-Feldman were present: “(1) Plaintiffs lost in state court and a Final Foreclosure Judgment was entered by the Superior Court on July 19, 2016, and affirmed by the Superior Court on June 8, 2018; (2) all of the injuries alleged by Plaintiffs, including the foreclosure and impending loss of their property, directly resulted from the Final Foreclosure Judgment itself; (3) the Final Foreclosure Judgment was entered prior to the filing of this suit, and (4) Plaintiffs are clearly inviting this Court to collaterally review (and reject) the Superior Court’s decisions in the Foreclosure Action and set aside the Final Foreclosure Judgment. Gunter-King, 2018 . Dist. LEXIS 209443 at *8.

27. Affixing or submitting false signatures on a mortgage Document is a violation of federal and state law, and those signatures are without authority to complete the transaction. According to a mortgage fraud notice prepared jointly by the Federal Bureau of Investigation and the Mortgage Bankers Association, submitting false mortgage assignments and forging signatures violate potentially eight federal criminal statutes. Specifically: 18 U.S.C. § 1001 - Statements or entries generally; (2) 18 U.S.C. § 1010 - HUD and Federal Housing Administration transactions; (3) 18 U.S.C. § 1014 - Loan and credit applications generally; (4) 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents; (5) 18 U.S.C. § 1341 –

Frauds and swindles by mail; (6) 18 U.S.C. § 1342 - Fictitious name or address; (7) 18 U.S.C. § 1343 - Fraud by wire; and (8) 18 U.S.C. § 1344 – Bank Fraud. See FBI Mortgage Fraud Notice (available at <http://www.mbaa.org/FBIMortgageFraudWarning.htm>); see, also, Truth in Lending Act, title I of the Consumer Credit Protection Act, as amended, 15 U.S.C. § 1601 et seq., South Carolina Statutes &, Mortgage fraud (penalty is a felony of the third degree)

28. The Plaintiffs John S. Kay of the Hutchens Law Firm, counsel for Plaintiff Deutsche Bank Lis Pendens in C/A NO: 2021-CP-40-00895, John C. Nelums; Delmarshi Nelums were Defendants in this Case In fact, was filed on March 1, 2021, lack subject-matter jurisdiction 28. U.S.C. § 636(c)(1), 28 U.S.C. § 636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-
ORDER OF REFERENCE TERMINATED See EXHIBIT-A

29. **Rooker-Feldman Doctrine - The Judges Misapplication**

30. The application of the entire controversy doctrine turns on three criteria: "(1) the judgment in the prior action must be valid, final, and on the merits; (2) the parties in the later action must be identical to or in privity with those in the prior action; and (3) the claim in the later action must grow out of the same transaction or occurrence as the claim in the earlier one." Gunter-King, 2018 U.S. Dist. LEXIS 209443 at *8, citing Watkins v. Resorts Int'l Hotel and Casino, Inc., 591 A.2d 592, 599 (N.J. 1991).

"Fraud upon the court" has been defined by the 7th Circuit.

Court of Appeals to "embrace that species of fraud which does, or

attempts to defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Kenner v. C.I.R., **387 F.3d 689** (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision. at all, and never becomes final."

31. Shockingly, Hutchens Law Firm LLP began and filed this foreclosure action on March 1, 2021, in the name of Deutsche Bank As Trustee, despite the fact that said entity Deutsche Bank Mortgage was already dead and ceased to exist on July 11, 2008

32. IndyMac Bank was already dead and ceased to exist on July 11, 2008- non-: existent entities

33. Dune Capital Management Bank was already dead and ceased to exist on ,2013- non-: . existent entities, filed papers with the U.S. securities regulator to shut down in 2013.

34. IndyMac Bank was founded as Countrywide Mortgage Investment in 1985 by David S. Loeb and Angelo Mozilo

35. See: JOHN T. KEMP V. COUNTRYWIDE HOME LOANS – COUNTRYWIDE NEVER TRANSFERRED NOTES TO BANK OF AMERICA, Countrywide Admits to Not Conveying Notes to Mortgage Securitization Trusts

36. SEE; PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES

37. Deutsche, or internally as DB, is a German multinational investment bank and financial services company headquartered in Frankfurt, Germany

38. The DEFENDANT (S), Being the identical property conveyed to John C, Nelums, and Delmarshi Nelums by Deed of Bridge Creek Associates dated January 28, 2003, and recorded February 6, 2003 in Book 755 at Page 612, in the Office of the Register of Deeds for Richland County, South Carolina.

39. Filed their complaint without proper standing to do so, and made material misrepresentations in their pleadings.

40. DEFENDANT(S) "NEVER" recorded any assignment as evidence that they are in fact the owners and holder of the alleged "Note" "Mortgage". Strict proof thereof.

41. The assignment presented by DEFENDANT(S) is bogus, fraudulent, due to the fact that

42. The property being transferred is located at 315 Bentwood Lane Columbia, SC 29229, bearing County Tax Map Number 23116-01-21, was transferred by Joseph M. Strickland, Master in Equity for Richland County to Deutsche Bank National Trust Company as Trustee for Residential Asset Securitization Trust 2005-ASCB Mortgage Pass-Through Certificates Series 2005-H on December 15, 2022.

43. As the court could see the recorded deed presented by Hutchens Law Firm LLP DEFENDANT (S) and their attorneys in the instruction part says "actual Words.

44. This deed was prepared by

45. Hutchens Law Firm LLP

46. Columbia, SC 29202

47. Grantees Address: PO Box 24605, West Palm Beach, FL 33416
4605(cr) PHH Mortgage Corporation"

48. Forgery

49. Standing requires that the party prosecuting the action have a

sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a real

50. Every action may be prosecuted in the name of the real party in interest, but a personal representative, administrator, guardian, trustee of an express trust, a party with whom or in whose name a contract has been made for the benefit of another, or a party expressly authorized by statute may sue in that person's own name without joining the party for whose benefit the action is brought... The **DEFENDANT**, Deutsche Bank, meets none of these standing and pleading criteria

51. Fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party.

52. In *The Case of the Marshalsea*, 77 Eng. Rep. 1027 (K.B. 1613), Sir Edward Coke found that Article 39 of the Magna Carta restricted the power of judges to act outside of their jurisdiction such proceedings would be void, and actionable.

53. On September 15, 2022, Nov 01 at 3:25 PM and December 5, 2022. at 15 3:31 PM Defendant Judge Hon, Joseph M. Strickland, an individual Bar #:5388, C/A NO: 2021-CP-40-00895, Deutsche Bank National Trust Company et al v. John C. Nelums; Delmarshi Nelums; et al, lack subject-matter jurisdiction under **28 U.S.C. § 636(c)(1)**, **28 U.S.C. §636(c)(2)**. ("Judge Strickland") as judge in,

This motion is based on the following grounds:

54. Black Knight was founded in 1962 as Lender Processing Services (LPS), a provider of mortgage services and technology solutions. The company grew rapidly through a series of acquisitions, expanding its offerings to include loan origination, servicing, and default management services. Real Estate Services. **See EXHIBITS A to U**

55. Injunctive relief to protect the public interest is expressly authorized by 18 U.S.C. § 1345. As such, neither a specific finding of irreparable harm, a showing of the inadequacy of other remedies at law, nor a balancing of the parties' interests is necessary prior to the issuance of a temporary restraining order.

56. Even though a showing of irreparable harm is not necessary under Section 1345 in order to obtain injunctive relief, the Court has found that permitting Defendant to continue to perpetrate the alleged wire fraud would constitute irreparable harm.

57. The statutory conditions for granting a permanent or temporary injunction or restraining order under 18 U.S.C. § 1345 are therefore met. Defendant's violations 18 U.S.C. § 1343 will continue unless a temporary restraining order is issued.

58. See: 15 U.S.C. § 1692(a), to obtain permanent injunctive relief, rescission or reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten monies, and other equitable relief for Defendants' acts or practices in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and the FDCPA, 15 U.S.C. §§ 1692-1692p, in connection with Defendants' deceptive and abusive debt collection practices, including attempts to harass consumers into paying debts that they do not actually owe.

PARTIES

59. Plaintiffs' property is located in Richland County, South Carolina. Defendants have conducted business, albeit illegally in this County and throughout the (46) Counties in South Carolina and throughout the United States by filing tens of thousands of fabricated, illegal and unenforceable Promissory Notes, Assignments of Promissory

Notes, Affidavits as to loan ownership and Status of Accounts,
Mortgages and Assignments of Mortgages.

DEFENDANTS

60. Hutchens Law Firm, LLP, directly and through the Hutchens Law Firm, LLP, LPS Enterprise, offers, provides, or arranges for others To provide provides real estate services, Foreclosure services, 100% shareholder common stock, all ownership is 100% LPS

61. PHH Mortgage Corporation PO Box 24605 West Palm Beach, FL 33416-4605

62. Cascade Funding Mortgage PO Box 24605 West Palm Beach, FL 33416-4605

63. Defendant LPS Default Solutions Inc, LPS Default Solutions, Inc. Provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States. SECTOR Real Estate INDUSTRY Real Estate SUB-INDUSTRY Real Estate Services This Plaintiff may be served with process by serving, at the address 1270 Northland Drive Suite 200 Saint Paul, MN 55120 United States

64. Defendant Kay, John Sanford, is an individual who, directly. And through the LPS/ Hutchens Law Firm, LLP Enterprise, offers, provides, or arranges for others to provide provides real estate services, Foreclosure services, 100% shareholder common stock, all ownership is 100% LPS

65. Defendant Kay, John Sanford, a -attorney and resident of The State South Carolina, is the LPS/ Hutchens Law Firm, LLP

Enterprise's most Real Estate Default senior manager. He materially participates in the conduct of the Enterprise's affairs.

66. At all times material to this complaint, Kay, John Sanford, transacts or has transacted business in the District of Columbia South Carolina.

67. The Defendant may be served with process by serving its Registered Agent and Partner, 240 Stoneridge Dr Ste 400, Columbia, SC 29210

68. Defendant Jeanette McBride is an individual who, directly. And through the FIDELITY/LPS Enterprise, offers, provides, Master-in-Equity County Clerk of Court to provide real estate services, Settlement. Services For the MIE real estate Court of Richland County. For relief.

69. Jeanette McBride, is a resident of The State South Carolina, is the FIDELITY/LPS Enterprise's County Clerk of Court manager. she materially participates in the conduct of the Enterprise's affairs.

70. At all times material to this complaint, Jeanette McBride, Transacts Or has transacted business in the District of Columbia South Carolina.

71. The Defendant may be served with process by serving its Registered Agent and Partner Richland County Judicial Center 1701 Main Street, Room 205 (29201)

72. Defendant Joseph M. Strickland, an individual, who, directly

and through the FIDELITY/LPS Enterprise, offers, provides, Master-in-Equity Hon, Joseph M. Strickland to provide real estate services, Settlement Services for the MIE real estate Court of Lexington County. For relief.

73. Joseph M. Strickland, a non-attorney and resident of The State South Carolina, is the FIDELITY/LPS Enterprise's Master-in-Equity of Court Judge. He materially participates in the conduct of the Enterprise's affairs.

74. At all times material to this complaint, Master-in-Equity Transacts Or has transacted business in the District of Columbia South Carolina.

75. The Defendant may be served with process by serving its Registered Agent and Partner at: Richland County Judicial Center 1701 Main Street, Room 212 Columbia, SC 29201

76. Defendant W. Jeffrey Barnes, is an individual who, directly and through the LPS/ WJ Barnes PA Enterprise, offers, provides, or arranges for others to provide provides real estate services, Foreclosure services, 100% shareholder common stock, all ownership is 100% LPS

77. W. Jeffrey Barnes, a non-attorney and resident of The State Boca Raton, FL, is the LPS/ WJ Barnes PA Enterprise's most Real Estate Default senior manager. He materially participates in the conduct of Enterprise's affairs. at all times material to this complaint, W. Jeffrey Barnes, transacts or has transacted business in the District of

Columbia South Carolina.

78. The Defendant may be served with process by serving its

Registered Agent and Partner, 1515 N Federal Hwy Ste 300 Boca
Raton, FL 33432-1994

79. The Defendant Sean Adegbola, is an individual who is not a

Foreclosure Attorney, directly and through the LPS/ WJ Barnes PA
Enterprise, offers, provides, or arranges for others to provide.
Foreclosure Assistance for suspended attorney WJ Barnes the
suspension took effect on May 20, 2022.

80. The Defendant may be served with process by serving its

Registered Agent and Partner at 7075 Cross County Road, Unit 41704
North Charleston, SC 29418

81. Ashley Zarrett Stanley Provides Default real estate services.
240 Stoneridge Dr, Suite 400 | Columbia, SC 29210-8013, Real Estate.

82. Alan Martin Stewart Provides Default real estate services
240 Stoneridge Dr, Suite 400 | Columbia, SC 29210-8013, Real Estate.

83. Sarah Oliver Leonard Provides Default real estate services
240 Stoneridge Dr, Suite 400 | Columbia, SC 29210-8013

84. John Brian Kelchner Provides Default real estate services
240 Stoneridge Dr, Suite 400 | Columbia, SC 29210-8013

85. The Defendant, LPS Default Solutions is wholly owned.
subsidiary of LPS. LPS Default Solutions has its principal place of
business 01 Riverside Avenue Jacksonville, Florida 32204. LPS Default
Solutions provides management of mortgage loans as a subservice to
various national mortgage servicers when a consumer's loan reaches

a predetermined state of default under the contracts which are in place between LPS Default Solutions and its clients the mortgage servicers as will be more fully set out herein. LPS Default Solutions Network may be served by serving process upon David A. Brown, President and CEO, at the address of these Plaintiffs listed above. This Plaintiffs will be Referred to hereinafter as "LPS Default."

86. On information and belief, S.C. Supreme Court justice Donald Beatty Stated That any judge or attorney who start a war against South Carolina. constitution will be jailed.

87. On information and belief, Pursuant to Art. V, § 4 of the South Carolina Constitution, Rule 402(k), the Oath of Office for Attorneys Joseph M. Strickland (S.C. Bar No. 5388, Alan M. Stewart, Louise M, Johnson SC, H. Guyton Murrell in violation due to perjury of his oath of office, and denial of due process; due to his/her willful aiding and abetting of a fraud, and, utter rebellion, War against the Constitution for the United States. LPS put together a "network" of attorneys to help service its clients' foreclosure cases. In order to be a part of the LPS network, attorneys had to execute a "Network Agreement" with LPS.;
ALL ATTORNEY'S

88. That upon information and belief, private-label trusts, those formed by securities companies, and does not include trusts formed by Gennie Mae, Fannie Mae, and Freddie Mac.

89. Plaintiffs, John C. Nelums; Delmarshi Nelums, (hereinafter

"Plaintiffs) bring this action against and (hereinafter Defendants") their agents, officers, employees and affiliated or associated parties, for their and their predecessors' actions in engaging in pattern of unlawful. Fraudulent, or. Unfair. Predator. Real estate. Practice. Causing. Plaintiff. To become victims of such behaviour, and to be in jeopardy of losing Their home Through wrongful foreclosure fraud.,

THE FRAUD INJUNCTION ACT

90. Title 18, United States Code, Section 1345 provides that if a person is "Violating or about to violate" statutes prohibiting mail and wire. fraud, among others, "the Attorney General may commence a civil action in any. federal court to enjoin such violation." It continues by stating that the Court. "Shall proceed as soon as practicable to the hearing and determination of such an action and may ... enter such a restraining. order. or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought." Congress intended Section 1345 to put a "speedy end" to "fraudulent acts or practices." S. Rep. No. 98-225, at 401-02 (1984), reprinted in 1984. U.S.C.C.A.N. 3182, 3539-40. See also Stop the Bleeding: Using Civil Injunctions under 18 U.S.C. § 1345 to Stop Fraud, DOJ Journal of Federal Law and Practice, December 2018, p. 29.

91. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Black Knight/ Lender Processing Services (LPS) Hon. Joseph M. Strickland SC bar #: 5388(John S. Kay (SC Bar #: 7914). individuals, lacked standing to sue and never stated a valid cause of action 18 U.S. Code § 1345 –Injunctions against fraud

92. Under Federal Rule of Evidence 201 the court may judicially notice a fact that is not subject to reasonable dispute because it: is generally known within the trial court's territorial jurisdiction; or (2) can be accurately and readily determined from sources whose accuracy cannot reasonably be questioned. The Court may take judicial notice of records of any court of record of the United States.

93. This Court may also take judicial notice that the various Magistrates' judges of the Circuit Court are routinely granting motions when the parties don't appear at hearings.

94. Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity United States Magistrate Judge, Richland County.

95. Hon, Joseph M. Strickland Judge received a B.A. from the Princeton University in 1977 and a J.D. from the Vanderbilt University Law School. In 19981, And doesn't understand the John C. Nelums: Delmarshi Nelums Complaint and Motion that was filed in her

Case James 1:8 KJV: Such a person is double-minded and unstable in all they do.

96. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

97. Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity United States Magistrate Judge, Richland County. South Carolina, he Was Appointed by former Governor Carroll Campbell in 1989.

98. THE COURT TAKE JUDICIAL NOTICE On information and belief, all Article III United States Magistrate judges appointed by President Joe Biden,

99. THE COURT TAKE JUDICIAL NOTICE Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity United States Magistrate Judge was not. Appointed by President Joe Biden and she does not Have Article III Court powers.

100. Fraud becomes a crime when it is a “knowing misrepresentation. Of the truth or concealment of a material fact to induce another to act to his or her detriment” (Black’s Law Dictionary). In other words, if you lie in order to deprive a person or organization of their money or property, you’re committing fraud. Why Do People Commit Fraud

101. Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity United States Magistrate Judge, Address PO Box 192 Columbia, SC 29202-0192 vacated his bench on September 15, 2022, Nov 01 at 3:25 PM and December 5, 2022. at 15 3:31 PM, committed multiple errors of Law. The amount in controversy was \$ 323,987.48, that Denied John C. Nelums. Delmarshi Nelums Due Process of Law, and he acted outside his Authority,” the Plaintiffs wrote. “We are greatly. Troubled by the fact. that Neither Jeanette W. McBride Clerk of the Court, concealment of a material fact that Jeanette W. McBride Clerk of the Court Failure To mail the Nelums the Consent Form lack personal jurisdiction. lack subject-matter. jurisdiction 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED See EXHIBIT-A for Richland County 1701 Main Street, 1st Floor West Wing Columbia, SC 29201, nor Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity United States Magistrate Judge made any effort to comply with even one of the requirements...” void. action 18 U.S. Code § 1345 –Injunctions against Fraud

102. When the judge is involved in a scheme of bribery (the Aleman cases, Bracey v. Warden, U.S. Supreme Court No. 96-6133. June 9, 1997)

103. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only “upon consent of the parties.” 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

104. under Section 636(c)(1). That “jurisdictional requirement cannot be waived by the parties,” and if the “requirements of Section 636(c)(1) are not satisfied, the ‘magistrate judge [is deprived] of jurisdiction over the case’ and we are statutorily deprived of appellate jurisdiction over the magistrate judge’s orders . . . Without the parties’ consent, the magistrate judge, as an Article I judge, simply does not have jurisdiction. to decide the matter.

105. Section 636(c)(1), before obtaining the consent of the named parties (Whether express or implied) create constitutional problems for Section 636(c)(1): it would permit a non-Article III officer to independently exercise Article III powers (by entering a final order that is not reviewable by the district court) before he is given the authority to do so.”

106. On information and belief, the litigant must be given notice. And an opportunity to be heard failure of unserved Plaintiffs to consent. to a U.S. federal magistrate judge (magistrate) before the complaint is heard deprives the magistrate of subject-matter jurisdiction under 28

U.S.C. § 636(c)(1), before an order is entered.

107. The magistrate shall carefully explain to the Plaintiffs that he has a right to trial.

108. The magistrate shall not proceed to try the case unless the Plaintiffs, after such explanation, file a written consent to be tried before the magistrate that specifically waives trial, judgment, and sentencing by a judge of the district court

109. Where service of process was not made pursuant to statute and Supreme Court Rules, Janove v. Bacon, 6 Ill. 2d 245, 249, 218 N.E.2d 706, 708 (1955).

110. Section 636(c)(2) requires that the Clerk of Court, Jeanette W. McBride Clerk of the Court for Richland County notify the parties Of their right to refuse to proceed before a magistrate judge, but there is no indication in the C/A NO: 2021-CP-40-00895 records that the Plaintiffs John C. Nelums; Delmarshi Nelums; ever received such a notice from the Clerk of Court, Jeanette W. McBride for the.

111. [T]he records here in C/A NO: 2021-CP-40-00895 shows. Only that John C. Nelums; Delmarshi Nelums; Plaintiffs were aware of being sued. [They] do not point to anything in the record showing that they were made aware of the need to consent and their right to refuse to do so."

112. Hon, Joseph M. Strickland SC bar #: 5388, Master in Equity

United States Magistrate Judge stated at the hearing on December 5, 2022, that he was the highest and successful bidder on the Property

At: 315 Bentwood Lane Columbia, SC 29229, on that Sales Day,

⁵ NOTICES TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property.

113. Pursuant to Fed. R. Civ. P. 65(b)(4), Plaintiffs will have an opportunity to request a modification of the asset freeze order to allow for funds reasonable and necessary for living expenses and legal fees. protect the victims of the fraud. See SEC v. Antar, 831 F. Supp. 380, 402-03 (D.N.J. 1993) ("[A]s between the [relief] defendants and the victims of the fraud, equity dictates that the rights of the victims should control.").

114. Plaintiffs have Article III standing to seek statutory damages. from the DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE, PHH SERVICING LLC, for its violations of South Carolina mortgage-satisfaction-recording statutes, these statutes require. mortgage lenders and Servicers to record satisfactions of mortgage (also known as "certificates of discharge") within thirty days of the borrowers. repayment: a failure renders the lender and Servicers "liable to the mortgagor" for increasing. statutory damages in amounts. dependent on the tardiness of the ultimate filing. Here, the Bank and Servicers did not record the

satisfaction of the Nelums' mortgage,

115. See: Scheuer v. Rhodes, 416 U.S. 232, 94 S. Ct. 1683, 1687 (1974) Note: By law, a judge is a state officer. The judge then acts not as a judge, but as a private individual (in his person). When a judge acts as a trespasser of the law, when a judge does not follow the law, the Judge loses subject-matter jurisdiction and the judges' orders are not voidable, but VOID, and of no legal force or effect. The U.S. Supreme Court stated that "when a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of his official or representative character and is subjected in his person to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority. of the United States."

116. See Caperton v. A. T. Massey Coal Co., 556 U.S. 868 (2009), Is a case in which the United States Supreme Court held that the Due Process Clause of the Fourteenth Amendment requires a judge to recuse themselves not only when actual bias has been demonstrated or when the judge has an economic interest in the outcome of the case but also, when "Extreme facts" create a "probability of bias." [1]

I. I MOVE TO DISQUALIFY JUDGE STRICKLAND BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:
•Conclusion: Disqualification of Judge Strickland Required as a Matter of Law

117. In my view, no ordinary Black person can get a fair trial or hearing before Judge Strickland because of prejudice and racial bias of

the judge, specifically **and Judges. practice of law and dual office holding** that Circuit Court shall each receive compensation for their services to be fixed by law, which shall not. be diminished during the term they shall not, while in office, engage in the practice of law, or hold any other office or position of profit under the United States, shall there by forfeit his/her judicial office

- II. **I MOVE TO DISQUALIFY JUDGE STRICKLAND BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:**
- **Judge Strickland Conflict of Interest: Lawyer Title Member: Merged into Fidelity in 2010**

118. The Current venue violates procedure. If for any reason, clerical or otherwise, the case is being handled by the wrong court or a court with no jurisdiction, the venue may be changed to a more suitable court in a different location Once the sufficiency of the affidavit is. determined, such that belief that a fair trial cannot be obtained is justified, a change of venue is mandatory, (**Browning Manufacturing Co. v. Brunson**, 187 S.C. 278, 197 S.E. 311 (1938)), and all the papers relating to the action should be turned over to the nearest magistrate in the county who is not disqualified from hearing the case, so that he may proceed as if the action had been originally filed with him. Section 22-3-920 points out specifically, that only "one such transfer shall be allowed. each party in any case." Changes of venue may be sought for a variety of reasons, from emotional causes of action preventing the drawing of an impartial jury to the personal knowledge or involvement of the

magistrate before whom the action was brought, but in every case, the change should only be granted where reasons sufficient to justify a belief that a fair trial is not possible are alleged in the affidavit.

119. Apparently, my written motions, judicial notices etc. are not “On the record” and have no legal significance in this courtroom, and only those items expressed verbally are “on the record,” as every motion or other paperwork submitted was totally ignored by the Judge, unless I specifically brought it up verbally in court. If it was meant to be that way, I’m sure the law wouldn’t have gone to so much trouble making sure that everything is in writing. Therefore, there was apparently nothing on the record.

III. I MOVE TO DISQUALIFY JUDGE STRICKLAND BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Strickland Prejudicial and Biased Demand for lacks the mental competency Required to participate in legal proceedings

120. THE COURT TAKE JUDICIAL NOTICE Furthermore, DEUTSCHE BANK NATIONAL TRUST COMPANY / for Common Pleas, Fifth Judicial Circuit Judge, United States Magistrate Joseph M. Strickland as the Richland County master-in-equity SC bar #: 5388, an individual, Hutchens Law Firm, LLP, and Local Counsel John S. Kay (SC Bar #: 7914); Alan M. Stewart (S.C. Bar No. 15576), is a trustee in this case and does not and cannot own this Mortgage, as they are acting on behalf of the Fidelity investment trust

121. Plaintiffs Demand THE COURT TAKE JUDICIAL NOTICE of all.

Defendants Employer Identification Number 04-3022712 FIDELITY MANAGEMENT TRUST COMPANY is a USA domiciled entity or foreign entity operating in the USA. The EIN has been issued by the IRS

Company Name:	<u>FIDELITY MANAGEMENT TRUST COMPANY</u>
Employer identification number (EIN):	04-3022712
EIN Issuing Authority	Brookhaven, NY
401k Pension/Benefits registration	<u>FIDELITY MANAGEMENT TRUST COMPANY</u> <u>401k plan information</u>
State of Incorporation	Massachusetts, MA

Organization Addresses...The following addresses have been detected as associated with Tax Identification Number 043022712 Company Information and have a conflict of interest prohibited by Rule 1.7 of the Rules of Professional Conduct (eff. Jan.1, 2010).and Rule 1.8 of the Rules of Professional Conduct, 28 U.S. Code § 455 –Disqualification of justice, judge, or magistrate judge. the Rules of Professional Conduct, and rule 5.4 Professional Independence of a Lawyer a. A lawyer or law firm shall not share legal fees with a non-lawyer, except that, b. A lawyer shall not form a partnership with a non-lawyer if any of the activities of the partnership consist of the practice of law Sc law prohibits fee agreement kickback c. Because of the FIDELITY/LPS responsibility to serve the public interest, South Carolina (SC) law places a strict limitation on the use of private, outside counsel by the FIDELITY/LPS: Sharing Legal fees with-Lawyers are illegal, and FIDELITY / LPS is not a Law Firm, the attorney fee fixing provisions of the Network Agreement are a criminal violation of 18 U.S.C. § 155.

122. When a judge acts intentionally and knowingly to deprive a person of his constitutional rights he exercises no discretion or individual

judgment: he acts no longer as a judge, but as a "minister" of his own prejudices. [386 U.S. 547, 568].

123. The Supreme Court, in Hazel-Atlas Glass Co. v. Hartford-Empire Co., created the standard necessary to establish a fraud on the court claim.¹⁶ The Court held that, "only the most egregious misconduct, such as bribery of a judge or members of a jury, or the fabrication of evidence by a party in which an attorney is implicated, will constitute a fraud on the court."¹⁷ In order to adequately plead a fraud on the court claim, a Defendant must allege "a scheme by which the integrity of the judicial process had been fraudulently subverted" and must involve far more than an injury to a single litigant.¹⁸

IV. INTRODUCTION

124. To protect the integrity of this Courtroom hearing proceeding that was Dated December 5, 2022, at 15 3:31 PM, Judge, United States Magistrate Hon, Joseph M. Strickland, an individual Bar #:5388, pursuant to S.C. Code Ann. § 17-21-80, S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, counterclaim must be transferred to the docket. of the trial COURT from COMMON PLEAS, COUNTY OF RICHLAND on December 5, 2022, at 15 3:31 PM C/A NO: 2021-CP-40-00895, herein without further order of the court, and without subject matter Jurisdiction and the amount in controversy the sum of \$ 323,987.48, in the Hon, Joseph M. Strickland own words, "I sold subject property to the highest bidder on Sales Day "without authorities to do so. The Hon, Joseph M. Strickland vacated his bench on December 5,

2022, at 15 3:31 PM, Courtroom by failing to return Case back to the Proper Court.,

125. on December 5, 2022, Hon, Joseph M. Strickland illegally Transferred John C. Nelums; Delmarshi Nelums Property without having a clear Title.

126. A deed that is forged “lacks the voluntariness of conveyance.” Faison v. Lewis, 25 N.Y.3d 220, 224 (2015) (citation omitted). Accordingly, a deed with a forged signature “holds a unique position in the law; a legal nullity at its creation is never entitled to legal effect because void things are as no things.” Faison, 25 N.Y.3d at 224 (citation, internal quotation marks and brackets omitted). The Court in Faison held that since a deed with a forged signature is “void ab initio.” (that is, it has no legal effect from inception), a statute of limitations defense is unavailable. Faison, 25 N.Y.3d at 222.

127. A forged deed “cannot convey good title” nor can one. become a “bona fide purchaser of real estate ... from one who never. had any title....” Faison, 25 N.Y.3d at 224-25 (citations, internal quotation marks and brackets omitted). See also Wu v. Wu, 288 A.D.2d 104 (1st Dept. 2001). Along the same lines, “no property shall be. encumbered, including by a mortgagee, in reliance on a forged deed.” Faison, 25 N.Y.3d at 225-26 (citations omitted). The Court of Appeals held that a forged deed is void ab initio and not subject to a statute of limitations defense because “[t]hat legal status cannot be changed, regardless of how long it may take for the forgery to be uncovered.”

Faison, 25 N.Y.3d at 226

128. The Court pointed out, however, that the procedure specified in the federal rules envisions advance, written consent. FED. R. CIV. P. 73(b)(1) specifies that the parties signify their consent by jointly or separately filing a statement consenting to the referral. In administering the consent process, the district clerks use the judiciary's national form, sometimes with local variations – AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge. See EXHIBIT-A

129. This subdivision implements the blind consent provision of 28 U.S.C. §636(c)(2) and is designed to ensure that neither the judge nor the magistrate attempts to induce a party to consent to reference of a civil matter under this rule to a magistrate. See House Rep. No. 96–444, 96th Cong. 1st Sess. 8 (1979).

130. In the present case, the court determined that "parties" Includes both plaintiffs and defendants. The court relied on the U.S. Supreme Court decision in Murphy Bros. v. Michetti Pipe Stringing, Inc. that the due process clause entitles a named defendant to procedural protections. Such protection includes choosing between an Article I and an Article III judge,

131. ²⁶⁷ With regard to the case-dispositive consent authority of magistrate judges, the Court added specifically that "[c]onsistent with our precedents, the Courts of Appeals have unanimously upheld the constitutionality of 28 U.S.C. § 636(c)." *Id.* at 1948 n.12.

132. ²⁷⁴ 28 U.S.C. § 636(c)(1), which governs consent to

disposition of a civil case by a part-time magistrate judge requires a “Specific written request” by the parties, and 18 U.S.C. § 3401(b) specifies that a magistrate judge may try a [Class A] misdemeanour only if the defendant “expressly consents . . . in writing or orally on the record.” 275 538 U.S. at 588.

Consenting to a magistrate judge also offers the parties the prospect of an early, firm trial date. Magistrate judges often have more flexible trial schedules than district judges because they do not preside over felony cases, which are given priority and may bump civil trials. The parties are

234 28 U.S.C. § 636(c)(3); FED. R. CIV. P. 73(c).

235 FED. R. CIV. P. 73(b)(1)

236 AO Forms 85 and 85A.

237 FED. R. CIV. P. 73(b); 28 U.S.C. § 636(c)(2). The 1979 statute had prohibited judges from discussing consent with the parties after the clerk of court had sent the parties the original consent notice. The restriction, though, was relaxed by a 1990 statutory amendment designed both to encourage consent and protect the voluntariness of the parties’ action. Federal Courts Study Commission Implementation Act of 1990, Pub. L. No. 101-650, § 308, 104 Stat. 5104, 5112.

238 U.S.C. § 636(c)(4); FED. R. CIV. P. 73(b)(3).

133. The Clerk of Court in your Office, **failed to notify the parties of their right to consent to the exercise of such jurisdiction**

134. The decision of the parties shall be communicated to the clerk of Court

135. **Elmore v. McCammon** (1986) 640 F. Supp. 905 “...the right

Filing a lawsuit pro se is one of the most important rights under the constitution and laws.

136. Miller v. US, 230 F 486, 489. "There can be no sanction or penalty imposed upon one because of this exercise of constitutional rights."

137. See Cook v. Mack's Transfer & Storage, 291 S.C. 84, 352 S.E.2d 296 (Ct.App.1986). The circuit court had no jurisdiction to entertain a common law action for recovery of damages. See id. Accordingly

138. See: S.C. Supreme Court in Ex re Daniel R. McLeod v. Roger A. Crowe, 272 S.C. 41, 249 S.E.2d 772 (1978), district jurisdiction between magistrates were allowed, but as of McLeod v. Crowe, supra., all magistrates now constitutionally possess "uniform. county wide jurisdiction."

139. To understand the latter two determinations of jurisdiction, subject matter jurisdiction and amount in controversy, one must look to S.C. Code Ann. §§ 22-3-10, and 22-3-20. Section 22-3-10, as limited by § 22-3-20, sets out magisterial jurisdiction over fourteen areas of civil subject matter as follows:

a. Actions on contracts for the recovery of money, where the claim does not exceed \$7,500.00.

b. Actions for damages for injury to rights pertaining to the person, or personal or real property, where the damage does not

exceed \$7,500.00.

c. Actions for a penalty, fine or forfeiture, not to exceed \$7,500.00.

d. Actions commenced by attachment of property, as provided by statute, where debt or damages do not exceed \$7,500.00.

e. Actions upon a bond conditioned for the payment of money, Not exceeding \$7,500.00, whether the money is due in sum total or in installments.

f. Actions upon a surety bond taken by the magistrate, when penalty or amount claimed does not exceed \$7,500.00.

g. Actions upon a judgment rendered in magistrate's court when it is not prohibited by the South Carolina Rules of Civil Procedure.

h. Taking and entering judgment on the confession of a defendant in the manner prescribed by law when the amount confessed does not exceed \$7,500.00.

i. Actions for damages or for fraud in the sale, purchase, or Exchange of personal property, not to exceed \$7,500.00.

j. All landlord and tenant matters, as well as those included in Chapter 33 through 41 of Title 27, encompassing matters of leasehold estates, rent, ejectment of tenants and undertenants of life tenants.

k. Actions to recover the possession of personal property,

whose. stated value does not exceed \$7,500.00.

l. In all actions provided for in this section when a filed counterclaim involves a sum not exceeding \$7,500.00.

m. In interpleader actions arising from real estate contracts for the recovery of earnest money, only if the sum claimed does not exceed. \$7,500.00.

140. As a rule, magistrates need not make a determination. themselves of the amount in controversy for the purpose of determining their jurisdiction, since jurisdiction is determined by the amount claimed. by the plaintiff and not the amount actually due. It should also be. understood. that if a defendant makes a counterclaim against the plaintiff in an amount in excess of \$7,500.00, then the initial claim and counterclaim must be transferred to the Court of Common Pleas for that judicial circuit as required by § 22-3-30.

141. FRAUDULENT CONCEALMENT the actions of hiding something or preventing it from being known...

142. In, Fact the bank may not be at a loss according to the Pooling and Servicing Agreement ("PSA") trusts terms. Notably, banks never inform the courts of the PSA terms in their foreclosure complaints.

143. The Defendant' bank must establish "the existence of the mortgage and mortgage note, ownership of the mortgage and note, and the plaintiff's default in payment." Campaign v. Barba, 23 AD3d 327 (2nd Dept. 2005). The PSA is the insurance existing specifically to protect the banks from homeowner's default, which by its terms always

pays any defaulting mortgage and other fees, including real estate taxes. Logically, if the bank is paid then there is no default or damage to the bank. How can a loan be in default if the servicer advanced every payment to cover any alleged default the PSA for a trust called OAR2. names not one but two servicers as PHH LOAN SERVICING LLC, (the master servicer and securities administrator) and Wilshire Credit Corporation. Those servicers are responsible to advance payments to protect all mortgaged property in the trust in the event a homeowner defaults in payment (at PSA pages 53 and 116) as follows:

144. "Servicing Advances: All customary, reasonable and necessary "out of pocket" costs and expenses incurred in the performance by a Servicer of its servicing obligations hereunder, including, but not limited to, the cost of **(1) the preservation, inspection, restoration and protection of a Mortgaged Property, including without limitation advances in respect of prior liens, real estate taxes and assessments, (2) any collection, enforcement or judicial proceedings, including without limitation foreclosures, collections, and liquidations, (3) the conservation, management, sale and liquidation of any REO Property, (4) executing and recording instruments of satisfaction, deeds of reconveyance, substitutions of trustees on deeds of trust or Assignments of Mortgage to the extent not otherwise recovered from the related Mortgagors or payable under this Agreement, (5) correcting errors of prior servicers; costs and expenses charged to such Servicer by the Trustee; tax tracking; title research; flood certifications; and lender paid mortgage insurance, (6) obtaining or correcting any legal documentation required to be included in the Mortgage Files and reasonably necessary for the**

Servicer to perform its obligations under this Agreement and (7) compliance with the obligations under Sections 13.01 and 13.10.” and

145. “Section 6.04 Advances. If the Monthly Payment on a Mortgage Loan that was due on a related Due Date and is Delinquent other than as a result of application of the Relief Act and for which the applicable Servicer was required to make an advance pursuant to this Agreement exceeds the amount deposited in the Master Servicer Collection Account that will be used for an Advance with respect to such Mortgage Loan, **the Master Servicer will deposit in the Master Servicer Collection Account not later than the Distribution Account Deposit Date immediately preceding the related Distribution Date an amount equal to such deficiency**, net of the Servicing Fee for such Mortgage Loan, except to the extent the Master Servicer determines any such Advance to be nonrecoverable from Liquidation Proceeds, Insurance Proceeds or future payments on the Mortgage Loan for which such Advance was made. If the Master Servicer has not deposited the amount described above as of the related Distribution Account Deposit Date, the Trustee will, subject to applicable law and its determination of recoverability, deposit in the Master Servicer Collection Account not later than the related Distribution Date, an amount equal to the remaining deficiency as of the Distribution Account Deposit Date. Subject to the foregoing, the Master Servicer shall continue to make such Advances. through the date that the applicable Servicer is required to do so under the Applicable Servicing Agreement. If applicable, on the Distribution Account Deposit Date, the Master Servicer shall present an Officer’s Certificate to the Securities Administrator (i) stating that the Master Servicer elects not to make an Advance in a stated amount and (ii)

detailing the reason, it deems the advance to be nonrecoverable.”

146. That a Counterclaim was file in this action by the Nelums
And never answer by all Defendants

147. A judge is not the court. People v. Zajic, 88 Ill.App.3d 477,
410N.E.2d 626(1980).

148. The U.S. Supreme Court has stated that "No state legislator.
or executive or judicial officer can war against the Constitution without
violating his undertaking to support it." Cooper v. Aaron, 358 U.S.1, 78
S. Ct. 1401 (1958).

149. Any judge who does not comply with his oath to the
Constitution of the United States wars against that Constitution and
engages in acts in violation of the Supreme Law of the Land **The
judge is engaged in acts of treason.** Having taken at least two, if
not three, oaths of office to support the Constitution of the United States,
and the Constitution of the State of Illinois, any judge who has acted in.
violation of the Constitution is engaged in an act or acts of treason.
(see below). If a judge does not fully comply with the Constitution, then
his orders are void, In re Sawyer, 124 U.S. 200 (1888), he/she
is without jurisdiction, and he/she has engaged in an act or acts of
treason.

TREASON

150. Whenever a judge acts where he/she does not have
jurisdiction to act, the judge is engaged in an act or acts of treason.

. **U.S. v. Will**, 449 U.S. 200, 216, 101 S. Ct. 471, 66 L.Ed.2d 392, 406 (1980); **Cohens v. Virginia**, 19 U.S. (6 Wheat) 264, 404, 5 L. Ed 257 (1821) What is the penalty for treason?

151. Any judge or attorney who does not report the above judges For treason as required by law may themselves be guilty of misprision of treason, **18 U.S.C. Section 2382**

Whenever any officer of the court commits fraud during a proceeding in the court, he/she is engaged in "**fraud upon the court**". In **Bulloch v. United States**, 763 F.2d 1115, 1121 (10th Cir. 1985), the court stated "**Fraud upon the court is fraud** which is directed to the judicial machinery itself It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his/her judicial function ---thus where the impartial functions of the court have been directly corrupted."

152. "Fraud upon the court" makes void the orders and judgments of that court. it is also clear and well-settled Illinois law that any attempt to commit "**fraud upon the court**" vitiates the entire proceeding. The People of the State of **Illinois v. Fred E. Sterling**, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions."); **Allen F. Moore v. Stanley F. Sievers**, 336 Ill. 316; 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ..."); **In re Village of Willow brook**, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything."); **Dunham v. Dunham**, 57 Ill. App. 475 (1894), affirmed 162 Ill.589 (1896); **Skelly Oil**

Co. v. Universal Oil Products Co., 338 Ill. App. 79, 86N.E.2d 875, 883-4 (1949); Thomas Stasel v. The Federal law when any officer of the court has committed "fraud upon the court", the orders and judgment of that court is void, of no legal force or effect.

153. In 1994, the U.S. Supreme Court held that "**Disqualification. Is. required if an objective observer.** would entertain reasonable questions about the judge's impartiality. If a judge's attitude or state of mind leads a detached observer to conclude that a fair and impartial hearing is unlikely, the judge must be disqualified." [Emphasis added]. Liteky v. U.S.,

114 Ct. 1147,1162 (1994)

154. That Court also stated that Section 455(a) "requires a judge to recuse himself in any proceeding in which her impartiality might reasonably be questioned." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989). In Pfizer Inc. v. Lord, 456 F.2d 532 (8th Cir. 1972), the Court stated that "It is important that the litigant actually receive justice, but that he believes that he has received justice.

155. "Recusal under Section 455 is self-executing; a party need not. file affidavits in support of recusal and the judge are obligated to recuse. herself suasponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989).

156. None of the orders issued by any judge who has been.

disqualified by law would appear to be valid. It would appear that they are void as a matter of law and are of no legal force or effect.

157. Should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

158. Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity. It has been said that this judge, acting in this manner, has no more lawful authority than someone's next-door neighbours (provided that he is not a judge). However, some judges may not follow the law.

159. If you were a non-represented litigant and should the court. not follow the law as to non-represented litigants, then the judge has. expressed an "appearance of partiality" and, under the law, it would. seem that he/she has disqualified him/herself.

160. However, since not all judges keep up to date in the law, and

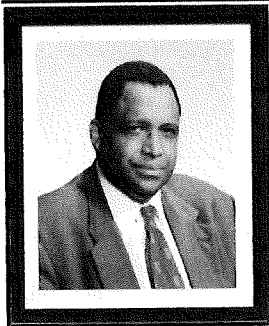
since not all judges follow the law, it is possible that a judge may not know the ruling of the U.S. Supreme Court and the other courts on this subject. Notice that it states, "disqualification is required" and that a judge "must be disqualified" under certain circumstances.

JUDGE YOU HAVE BEEN AUTOMATICALLY DISQUALIFIED BY LAW.

'The Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggest that he is then engaging in criminal acts of treason and may be engaged in extortion and the interference with interstate commerce.

161. Should there be a refusal to recuse, Plaintiffs petitions.

pursuant to the statutorily mandated disqualification under 28 U.S.C. § 455 of JOSEPH M. STRICKLAND JUDGE/ ATTORNEY/ and



² His practice has centered on real estate mortgage foreclosures since 1985: -

³ in relevant part, 28 U.S.C. § 455(a) provides that "[a]ny judge of the United States shall disqualify herself in any proceeding in which his impartiality might reasonably be questioned." In keeping with the aim of "promot[ing] confidence in the judiciary by **avoiding even the appearance of impropriety** whenever possible, "**United States v. Patti**, 337 F.3d 1317, 1321 (11th Cir.2003) (quoting **Liljeberg v. Health Servs. Acquisition Corp.**, 486 U.S. 847, 865 (1988)), recusal under § 455(a) turns on "whether an objective, JOSEPH M. STRICKLAND, the "Judge and Magistrate" of this action, without any waiver directed or implied to further disqualifications.

⁴ Hon, Joseph M. Strickland, an individual Bar #: 5388 he was employed by the firm of Nelson, Mullins, Riley, & Scarborough in Columbia until he was appointed as the Master-In-Equity for Richland County where he has served since 1989.

John S. Kay (SC Bar #: 7914);, that they didn't know of LPS, LPS network, attorneys had to execute a "Network Agreement" with LPS. This agreement imposed significant limitations on attorneys and set forth improper fee arrangement between LPS and network attorneys.

LPS Default Solutions, Inc. provides real estate services. The Company offers title and closing services. LPS Default Solutions serves customers in the United States.

⁵Under the Judicial Conduct and Disability Act of 1980 and Title 28, U.S. Code, Section 351(a), any person may file a complaint against a judge for conduct that contravenes court processes.

162. Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts; no judge has immunity to engage in such acts.

163. The reason Fraud upon the Court by Officers of the Court has no statute of limitations is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the reason Fraud upon the Court by Officers of the Court has no statute of limitations is because it can never be, as a check on balance of judicial powers, that an officer of the court may use an inherent level of trust and influence upon the system in the hope that an intentional deception need only skate by a time pathway to succeed.

164. see also Vitols v. Citizens Banking Co., 984 F.2d 168, 169–70 (6th Cir. 1993) (explaining that a "magistrate judge, acting pursuant to a reference under § 636(b)(1) or (3), has no authority to issue a dispositive ruling on a motion.

165. "Fraud upon the court" has been defined by the 7th Circuit. Court of Appeals to "embrace that species of fraud which does, or Attempts to defile the court itself, or is a fraud perpetrated by officers of The Court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." Kenner v.C.I.R., 387 F.3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon The court is not in essence a decision at all, and never becomes final."

166. (Taking judicial notice Rule 38. Right to a Jury Trial; Demand (a) Right Preserved. The right of trial by jury as declared by the Seventh. Amendment to the Constitution—or as provided by a federal statute—is preserved to the parties inviolate. (b) Demand. On any issue triable of right by a jury, a party may demand a jury trial by demand,

167. THE COURT TAKE JUDICIAL NOTICE SEE **Section 11 Attorneys Network Agreement Confidentiality**. Privileged information supplied To the Firm. By Fidelity shall be kept confidential in accordance: with applicable rules of professional conduct. Notwithstanding anything in this Agreement to the contrary, the Firm shall comply with all privacy and data. protection laws, rules, and regulations which are, or which may in the future. be applicable to the Services. The Firm agrees that it will keep. confidential. and will not use nor disclose to any other party any nonpublic personal, information which it receives from or on behalf of the Client in connection with providing Services under this Agreement, except to perform Services

under this Agreement. The term "Nonpublic personal information shall have the meanings set forth in Section 509 of the Gramm-Leach Bliley Act (PJ, 106-102X | 5 U.S.C Section 6809) and implementing Regulations thereof. These obligations shall survive termination of this Agreement, **That Defendants Demands strict proof. Thereof. At Jury Trial.**

168. THE COURT TAKE JUDICIAL NOTICE 2.9 Name in which Foreclosures or Bankruptcies are Brought or Handled. **Fidelity shall instruct Local Counsel** to bring all actions for all Mortgage Loans in the name of the Person identified by **DEUTSCHE BANK NATIONAL TRUST COMPANY** at the time of referral. **DEUTSCHE BANK NATIONAL TRUST COMPANY** shall provide Fidelity with the name in which title to the Mortgaged Property shall be taken following a Foreclosure sale. **DEUTSCHE BANK NATIONAL TRUST COMPANY** acknowledges that **Fidelity** shall rely Upon **DEUTSCHE BANK NATIONAL TRUST COMPANY** to provide such information in order For **Fidelity and Local Counsel** to perform the Services identified in Section 2.9.in this Case on referral.

169. Action to Foreclosure THE COURT TAKE JUDICIAL NOTICE Furthermore, DEUTSCHE BANK NATIONAL TRUST COMPANY / for Common Pleas, Fifth Judicial Circuit Judge, United States Magistrate Joseph M. Strickland as the Richland County master-in-equity SC bar #: 5388, an individual, Hutchens Law Firm, LLP, and **Local Counsel** John S. Kay (SC Bar #: 7914); Alan M. Stewart (S.C. Bar No. 15576) LPS Default Solutions, Inc. provides real estate. services See: Exhibit-O Any Fraudulent and fabricated Documents That They Need from the Law Offices of Hutchens Law Firm, LLP

V. I MOVE TO DISQUALIFY JUDGE STRICKLAND BECAUSE I FEAR I WILL NOT RECEIVE A FAIR TRIAL OR HEARING BECAUSE OF SPECIFICALLY DESCRIBED PREJUDICE OR BIAS OF THE JUDGE:

•Judge Strickland Conflict of Interest: Judges practice of law and dual office

Law Firm:	Hutchens Law Firm, LLP
Lawyer:	Joseph M. Strickland
Phone:	<u>(803) 726-2700</u>
Fax:	
Lawyer Title:	Relationship-Member
Practice Areas:	Real Estate
Bio:	
Admitted:	1981, South Carolina;
College:	Vanderbilt University Law School.
Law School:	
Membership:	
Web:	
Languages:	English

holding. each receive compensation for their services to be fixed by law, Judge. Strickland shall not while in office, engage in the practice of law shall there by forfeit his judicial

170. The Law Firm of Nelson, Mullins, Riley, & Scarborough

Employed Joseph M. Strickland from 1985 to 1989, Lawyer Title

Member: Merged into Fidelity in 2010, and Fidelity Assumed All rights, assets, and Liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy address. At: 1320 Main St, Columbia, SC 29201-**FRAUD UPON THIS COURT**

171. [See Lawyers Title Merged into Fidelity in 2010, and Fidelity. Assumed All rights, assets, and liabilities of Lawyers Title. For each transaction, Lawyer's Title issued a title insurance policy and a CPL. The issuing agent was Metro-West. A title insurance policy protects against defects and Default in title. "Comparatively, the closing protection letter contains the underwriter's promise to reimburse the

addressee if loss results from an agent's failure to follow closing instructions to apply settlement funds in an honest fashion." JP Morgan Chase Bank, 795 F. Supp. 2d at 629. Specifically, the CPLs provided.

172. THE COURT TAKE JUDICIAL NOTICE S.C.

Constitution Article V, § 16: Compensation of Justices and Judges. practice of law and dual office holding. The Justices of the Supreme court and the judges of the Court of Appeals and Circuit Court shall each receive compensation for their services to be fixed by law, which shall not be diminished during the term. They shall not, while in office, engage in the practice of law, hold office in a political party, or hold any other office or position of profit under the United States, the State, or its political subdivisions except in the militia, nor shall they be allowed any fees or perquisites of office. Any such Justice or judge who shall become a candidate for a popularly elected office shall there by forfeit his judicial office.

173. [See dishonestly or fraudulently handled WaMu's funds. or Documents, thus triggering Fidelity's liability under the CPLs. See Bank of America v. Fidelity Nat. Title Ins. Co., __ N.W. 2d __, 2016 WL 3430535 (Mich. App. 2016) ("FNTIC") (coverage under CPL triggered when closing Agent "had knowledge and participated in the fraudulent scheme").

174. See LPS DEFAULT SOLUTIONS, INC. v. FRIEDMAN & MACFADYEN, P.A. CIVIL NO. WDQ-13-0794 08-02-2013

175. In the United States District Courts, there are two types of federal judges: United States District Judges (confirmed by the Senate with life tenure); and United States Magistrate Judges (appointed

through a merit selection process for renewable, eight-year terms).

176. When both sides to a civil case consent, Magistrate Judges hear the entire dispute, rule on all motions, and preside at trial.

177. The U.S. district courts are presided over by district judges, who under Article III of the Constitution are appointed by the President, confirmed by the Senate and enjoy lifetime tenure.

178. Magistrate judges and bankruptcy judges serve as judicial officers of the district courts, but they are appointed for fixed terms of office by Article III judges, rather than the President as the Supreme Court

179. United States magistrate judges are appointed by the judges of the district courts and serve as an integral part of the district courts. They are not a separate court and have no original jurisdiction of their Own

180. On September 15, 2022, Nov 01 at 3:25 PM and December 5, 2022. at 15 3:31 PM Defendant Judge Hon, Joseph M. Strickland, an individual Bar #:5388, C/A NO: 2021-CP-40-00895, Deutsche Bank National Trust Company et al v. John C. Nelums; Delmarshi Nelums; et al, lack subject-matter jurisdiction under **28 U.S.C. § 636(c)(1)**, **28 U.S.C. §636(c)(2)**. ("Judge Strickland") as judge in,

181. United States Magistrate Judge Hon, Joseph M. Strickland, an individual Bar #:5388, (C/A NO: 2021-CP-40-00895 in September

15, 2022.), (Summary judgment. September 15, 2022.) ORDER DENYING DEFENDANTS JOHN C. NELUMS AND DELMARSHI NELUMS' RULE 60(B)(4) MOTION TO VACATE ORDER GRANTING SUMMARY JUDGMENT, lack subject-matter jurisdiction. Under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED See EXHIBIT-A.

182. SCRCP Form 4C (02/31/2017) 2022 Nov 01 3:25 PM RICHLAND – COMMON PLEAS – C/A NO: 2021-CP-40-00895, Judge Hon, Joseph M. Strickland, an individual Bar #:5388, The Lis Pendens was filed on. March 1, 2021, lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED See EXHIBIT-A.

183. See SCRCP Form 4C (02/2017) See EXHIBIT-B.

184. On July 19, 2020 – while the Current Lawsuit was pending – The Nelums filed another complaint in U.S. District Court for South Carolina as Case No. 3:21-cv-02161- senior United States district judge of the United States District Court for the District of South Carolina (JFA the “2021 Litigation Case, lack subject-matter jurisdiction. under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not signed- ORDER OF REFERENCE TERMINATED See EXHIBIT-A.

185. **I MOVE TO DISQUALIFY** Hutchens Law Firm LLP lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C.

§636(c)(2). AO Form 85, Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

186. I MOVE TO DISQUALIFY Local Counsel (John S. Kay (SC Bar #: 7914) lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

187. I MOVE TO DISQUALIFY Local Counsel (J Alan M. Stewart (S.C. Bar No. 15576) lack subject-matter jurisdiction under 28 U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

188. I MOVE TO DISQUALIFY Jeanette W. McBride Richland County Clerks of Court lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

189. I MOVE TO DISQUALIFY Joseph M. Strickland, **MASTER-IN-EQUITY** Richland County FORECLOSURE- MASTER-IN-EQUIT DEED December 21, 2022, lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED **See EXHIBIT-A**

190. I MOVE TO DISQUALIFY Joseph M. Strickland, **Master's Report on Sale and Disbursement** Richland County December 15, 2022, lack subject-matter jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C.

§636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED See EXHIBIT-A

191. I MOVE TO DISQUALIFY Joseph M. Strickland, MASTER-IN- EQUITY Richland County WRIT OF ASSISTANCE (NON-JURY MORTGAGE FORECLOSURE) April 19, 2024, lack subject-matter. jurisdiction under 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed- ORDER OF REFERENCE TERMINATED See EXHIBIT-A

192. THE COURT TAKE JUDICIAL NOTICE HONOURABLE, Joseph M. Strickland, MASTER-IN- EQUITY, MAGISTRATE, Magistrate Judge Code 3055, CASE NO.: 2021CP4000895, Pursuant to Rule 53, SCRPC, a master has no power or Authority except that Which Is granted by the order of reference. Smith v. Ocean Lakes Family Campground, 315 S.C. 379, 381, 433 S.E.2d 909, 910 (Ct.App.1993). After The master has Exercised that authority, the order of reference. terminates, and the power to Dispose Of the case returns to the circuit courts. Id.; see also Cox v. Fleetwood Homes of Ga., Inc., 329 S.C. 157, 161, 494 S.E.2d 462, 464 (Ct.App.1997) (“[O]nce the Judge issues a ruling disposing of the case, ‘his jurisdiction of the Matter, except for the correction of merely clerical Errors, end[s].’” (Quoting Barnett v. Piedmont Shirt Corp., 230 S.C. 34, 38,94 S.E.2d 1, 3 (1956))), cert. Pending. A master who acts after the reference Terminates does so

without subject Matter jurisdiction, and the resulting Orders are void.

Bunkum v. Manor Properties, 321 S.C. 95, 99, 467 S.E.2d 758, 761 (Ct.App.1996) (After the master Had entered final judgment, He Had no subject matter jurisdiction to hear the Motion for assessment of costs, Fees, expenses, and damages against an appeal Bond.). Issues relating to subject Matter jurisdiction may be raised at any time, cannot be waived even by consent and should be taken notice of by this court on Our own motion. See Johnson v. State, 319 S.C. 62, 64, 459 S.E.2d 840, 841(1995) [See EXHIBIT-A

193. See SCRCF Form 4C (02/2017) See EXHIBIT-B.

194. I MOVE TO DISQUALIFY Sean Adegbola, Esquire Adegbola Law Firm, LLC, Bar Number#: 104881, lack subject-matter. jurisdiction 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED See EXHIBIT-A

195. I MOVE TO DISQUALIFY William Jeffrey Barnes, Esquire , lack subject-matter. jurisdiction 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a Civil Action to a Magistrate Judge was not Signed-ORDER OF REFERENCE TERMINATED See EXHIBIT-A

196. On, December 5, 2022.Master's Report on Sale and Disbursements and Order of Confirmation Pursuant to Rule 71, SCRCF (Public Sale), lack subject-matter. jurisdiction 28. U.S.C. § 636(c)(1), 28 U.S.C. §636(c)(2). AO Form 85, Notice, Consent and Reference of a

Civil Action to a Magistrate Judge was not Signed-ORDER OF
REFERENCE TERMINATED **See EXHIBIT-A**

197. Do Fraud upon the Court, Fraud upon the Judge, and Fraud
Upon the Officers of the Court affect a court's jurisdiction ("YES")

198. **See: *United States v. Throckmorton***, 98 U.S. 61(1878)
established the well settled doctrine at law that fraud vitiates everything,
to include judgments, orders, rulings and proceedings, and all judges of
all courts of the United States, to

⁶ The people of the United States and the people of South Carolina, respectively, the State, have a
strong interest in protecting their constitutional rights The constitutional right of specific interest of the
John C. Nelums; Delmarshi Nelums; is the peoples' constitutional right to a fair proceeding overseen
by an impartial judge lawful ordained under constitutional judicial power by the people through their
Secretary of State pursuant to the Constitution for the United States of America (1789), and said
judge (and officers of the court) to not be disqualified from acting as a judge pursuant to South
Carolina Constitution, Article 6. 18(a); and is in breach of U.S. Constitution, Article III, Section 1
requiring a "good behavior.

199. The Supreme Court of the United States possesses the
power to investigate, question and overturn cases that were decided in
lower courts to ensure "EQUAL JUSTICE UNDER LAW" as written
above the main entrance to the Supreme Court Building.

200. **See *Promatek Indus., Ltd. v. Equitrac Corp.***, 300 F.3d 808,
814 (7th Cir.2002) (affirming district court's grant of a preliminary
Injunction

201. **See *Ty, Inc. v. GMA Accessories, Inc.***, 132 F.3d, 1167,
1169 (7th Cir. 1997) (ordering preliminary injunction preventing the
Defendant from selling bean bag animals "Preston the Pig" and "Louie.
the Cow" pursuant to plaintiff's action under the Copyright Act as
infringing its "Beanie Babies" line of stuffed animals).6.

202. See *Friends of the Earth, Inc. v. Laidlaw Env'tl. Serv.*

(TOC), Inc., 528 U.S.167, 173 (2000) (noting that a district court may prescribe injunctive relief for violation of the Clean Water Act under 33 U.S.C. §§ 1365(a), (g))

203. In their thinly veiled misuse of legal process to halt Plaintiffs' exposure activities, Defendants have engaged in a conspiracy. inflicting harm upon Plaintiffs'. Defendants, acts Violated civil and Constitutional rights, under color of state law, violating federally. protected Rights. These Violations create a cause of action under the Civil Rights Act (Title 18 U.S.C. §§ 1983-1988); Under RICO (Title 18 U.S.C. §§ 1961- 1965).

204. These trusts are each governed by Pooling & Servicing Agreements establishing the duties of various entities involved in the creation and operation of the trust

205. THE COURT TAKE JUDICIAL NOTICE RMBS features a trustee, but the name is deceptive. The trustee is not common law. trustee with general fiduciary duties. Instead, it has a limited purpose. corporate trustee. whose duties depend on whether there has been a default as defined UN. the PSA. A failure to pay all tranches their regularly scheduled principal and interest payments are not an event of default. Instead, default relates to the financial condition of the servicer,

whether the servicer has made required advances to the trust, whether the servicer has submitted its monthly report, and whether the servicer has failed to meet any of its covenants under the PSA.

206. THE COURT TAKE JUDICIAL NOTICE While RMBS servicers do not receive interest on servicing advances, they are compensated for their “out-of-pocket” expenses. This includes any expenses spent on preserving the collateral property, including force-placed insurance, legal fees, and other foreclosure-related expenses. Large servicers frequently “in-source” default management expenses to their affiliates.

207. Plaintiffs contends that the court should grant this motion for possession of restitution on the grounds that, as a matter of law, the evidence is sufficient to sustain Defendants burden of proof on the issue that the Defendants and its officers of Hutchens Law Firm, LLP, (John S. Kay (SC Bar #: 7914) an individual, lacked standing to sue and never stated a valid cause of action **18 U.S. Code § 1345 –Injunctions. against fraud**

208. The Court Should Grant an Injunction Because Defendants is Threatening Acts Which Would Render Judgment Ineffectual

FIS desktop | Process Management **FIS desktop** | Document Management **IndyMac Bank**
11/14/2006

Foreclosure Transmittal Package
IndyMac Mortgage

To: [REDACTED] **From:** FIS Foreclosure Solutions, Inc.
1270 Northland Drive, Suite 200
Mendota Heights, MN 55120
Phone: (651) 234-3500

Wired Instructions to Plaintiff's Counsel

Why not under the owner?

MORTGAGE CURRENTLY HELD BY AND FORECLOSURE SHOULD BE IN THE NAME OF:
IndyMac Federal Bank FSB

VEST TITLE IN THE NAME OF:
Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2006-AR4, Mortgage Pass-Through Certificates, Series 2006-AR4 under the Pooling and Servicing Agreement dated March 1, 2006

Trust identified, clearly shows mortgage loan is securitized

Investor: DEUTSCHE BANK
Please consult your Network Agreement to identify and follow any investor specific billing guidelines.

Deutsche Bank National Trust Company identified as "Investor" (Note Owner) and the entity in which title should vest

ACCOUNT INFORMATION:
ACCOUNT NUMBER: [REDACTED] INTEREST RATE: [REDACTED]
PRINCIPAL BALANCE: [REDACTED] LIEN POSITION: [REDACTED]
PAYMENT DUE: [REDACTED] INVESTOR LOAN NUMBER: [REDACTED]

BORROWER INFORMATION:
[REDACTED]

PROPERTY ADDRESS (S):
[REDACTED]

OCCUPANCY STATUS: Original owner occupied

Instruction not to email on any of these matters

SPECIAL INSTRUCTIONS AND ACCOUNT INFORMATION:
Forward to our attention a copy of your title report obtained for the foreclosure for our review. If any title defects exist that would affect our lien position or ability to obtain clear title by foreclosure, please explain in a cover letter.
Please open an Issue (for files that are able to proceed, or for status) or a Hold (for files which cannot proceed) through FIS/Process Management instead of sending an email on these matters. If your firm has an attachment such as a title worksheet, please upload to FIS/Document Management and then advise you have done so in the Issue or Hold.

FIS Foreclosure Solutions, Inc. / IndyMac Bank

209. **PT. 2 "NO TRUST LOAN TRANSFER" DEPOSITION TRANSCRIPT OF DEUTSCHE BANK NATIONAL TRUST CO. VP RONALDO REYES**

210. Plaintiff John C. Nelums: Delmarshi Nelums herein had their Due Process violated by the submission of fraudulent Affidavits related to foreclosure proceedings which do not comport with South Carolina procedural rules or fundamental fairness. These Affidavits were and are materially false and at best create a significant first issue cloud on title and, more than likely, render the transactions legally defective.

211. The second issues that Nelson Mullins Riley & Scarborough

LLP have is the “Color. of title” is a phrase used in property law that refers to a title to real property. It may have the appearance of good and valid title to a parcel of property, but does not provide full, legally. recognized title to the parcel. A person who holds property under color of title does not hold actual title for a variety of possible reasons, e.g., adverse possession. Or there is a significant defect in the written. document supporting title, e.g., a deed, that makes the document invalid.

212. according to the color of title property laws, color of title, that is, a title that is defective, fails to establish true ownership of land. The color of title is also sometimes referred to as “Apparent title,” because at first glance it may appear that the document’s establishing title is legally. valid. In fact, However, they are not. The color of title is based on written documents that purport to establish title but are not. legally sufficient for that purpose.

213. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey. ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim. ownership via adverse possession.

214. DEUTSCHE BANK NATIONAL TRUST COMPANY A violation of Section 17(a)(3) (prohibiting engaging in any course of business that

operates or would operate as a fraud or deceit upon the purchaser in the offer or sale of securities) may rest on a finding of simple negligence. scienter is not required. **SEC v. Hughes Capital Corp.**, 124 F.3d 449, 453-54 3d Cir. 1997).

215. See **U.S. Bank NA v Cannella**:: 2019 :: New York Other Courts ...Web Neither **U.S. Bank N.A. v Guy**, supra, nor **Deutsche Bank Trust Co. Ams. v Codio**, supra, specifically addressed UCC § 3-202(2). In Guy, the court stated that the plaintiff "by producing the underlying adjustable rate note with an affixed undated allonge. Endorsed in ...

216. (see US Bank N.A. v Cusati, 185 AD3d 870, 871 [2020]). The Plaintiffs reliance on the assignments of the mortgage is misplaced. "Because the mortgage is not the dispositive document of title as to the mortgage loan" (Aurora Loan Servs., LLC v Taylor, 25 NY3d at 362 [internal quotation marks omitted]; see Bank of N.Y. v Silverberg, 86 AD3d 274, 280 [2011]) Since the Defendants failed to establish Standing,

Borrower Has Standing to Challenge Void Assignment

217. See Supreme Court of California held that a borrower on a home loan secured by a deed of trust has standing to base an action for wrongful foreclosure on allegations that defects in the purported assignment of the note and deed of trust renders the assignment.

void. Yvanova v. New Century Mortgage Corp., No. S218973 (Cal. Feb. 18, 2016).

A. An injunction is warranted to stop the ongoing fraud and freeze Defendants' assets to prevent ongoing harm to homeowners.

1. Section FRCP 64 (a) Throughout a case, any remedy under the applicable state law that provides for seizing property to secure satisfaction of a potential judgment is available to the plaintiff. But a federal statute governs to the extent it applies.

218. The Fraud Injunction Statute provides broad authority for a court to —enter such a restraining order or prohibition, or take such other action, as is warranted to prevent a continuing and substantial injury to the United States or to any person or class of persons for whose protection the action is brought. **FRCP 64(a).**

2. An injunction is needed to enjoin the ongoing fraud and prevent serious harm to victims.

219. Second, when "Jurisdiction, once challenged, cannot be Assumed and must be decided." Maine v. Thiboutot, 100 S. Ct. 250 and the U.S. Supreme Court stated that if a court is "without authority, its judgments and orders are regarded as nullities. They are not voidable, but simply void; [...] and all persons concerned in executing such judgments or sentences, are considered, in law, as trespassers." Elliot v. Piersol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828).

220. Third, courts are required to follow the decisions of higher courts in the same jurisdiction

221. Fourth, Federal law & Supreme Court cases apply to state.

court cases.” Howlett v. Rose, 496 U.S. 356 (1990). Fifth, this case illustrates the deliberately planned and carefully executed scheme to defraud, directed to the judicial machinery itself, with fabrication of evidence by Respondents in which the attorney and judge are implicated. Coupled with defiance of the higher court, lacking jurisdiction and ignoring Federal law, the main case, now over years-old, has been afforded no discovery, no opportunity to defend, remains in a stayed status and has Plaintiffs John C. Nelums: Delmarshi Nelums under a crippling preliminary entry.

222. Fraud upon the Court by Judge, United States Magistrate Attorney/ Judge, United States Magistrate Hon, Joseph M. Strickland, an individual Bar #:5388 help the party to conceal some material facts. within his own knowledge, which it is his duty to disclose, non-. disclosure by Judge, United States Magistrate Attorney/ Judge, United States Magistrate Hon, Joseph M. Strickland, an individual Bar #:5388 becomes fraudulent concealment.

223. Motion for Sanction sum of \$ 323,987.48,

224. United States Magistrate Hon, Joseph M. Strickland, an individual Bar #:5388, in violation of the South Carolina subject matter jurisdiction and amount in controversy sum of \$ 323,987.48, codified as S.C. Code Ann. §§ 22-3-10 et seq. and S.C. Code Ann. §§ 22-3-20”), lack subject-matter jurisdiction.

225. When the judge is involved in a scheme of bribery (the Aleman cases, Bracey v. Warden, U.S. Supreme Court No. 96-6133. June 9, 1997

226. A Clarification of Color-of-Title Color- of-title refers to a document or another instrument that appears to be a legitimate claim of title to a piece of land but due to a title defect, cannot transfer or convey ownership. In plainer language, a scrap of paper without all the required elements of a clear deed of title could still be used to claim ownership via adverse possession.

227. Black's Law Dictionary defines forgery as the "act of fraudulently making a false document or altering a real one to be used as if genuine." It is a criminal offense in the US, designated as either a felony or a high-degree misdemeanor. In some states, the charges depend on the details of the crime, including the dollar amount and/or the nature of the document; forging real estate deeds generally leads to a higher-level offense

228. Many fraudulent deeds contain one or more forged details. The grantor or an authorized representative must sign all real property deeds, so a "false document" may be a new transfer with a non-authentic signature. A signer may pose as the property owner and sign the deed in front of a notary. Others may use a completely made-up name or identify themselves as the owner's personal representative.

CHALLENGE TO THE JURISDICTION OF THE COURT

229. **TAKE NOTICE:** that We, the Plaintiffs John C. Nelums: Delmarshi Nelums, here by Challenge the Jurisdiction of the Court which is the legal procedure for resolving the issue of judicial authority. This

measure is necessary in the light of the fact that the Judicial Officer intends to summarily conduct these proceedings without the Court obtaining my clear and unequivocal Consent to be without a Jury, which is in accordance with the mandates of English Common Law for the administration of Justice – with Justice being “the protection of rights and the punishment of wrongs”.

230. This Challenge to the Jurisdiction of the Court is to be determined by a Special Jury.

CHALLENGE GROUNDS:

231. This Challenge to the Jurisdiction of the Court is made on all grounds, including Subject Matter, Relationship and Competency. In any action, both parties must give their clear and unequivocal consent to be without a Jury. Without that consent, the Court has no Jurisdiction to proceed summarily, and the Jurisdiction of the Court must be challenged. This Challenge can only be judged by a Special Jury. Should a Judge or Magistrate disregard or dismiss this Challenge, then he or she is liable to punishment for Contempt of Court, which is “interfering with the administration of Justice, as defined above. Should a Judge or Magistrate disregard or dismiss this Challenge, that is a violation of Due Process and the Rule of Law.

232. Challenge of the Jurisdiction of the Court, and of the Judge necessary regarding to these matters and causes and to prove constitutional judicial standing required for this Court and its Judge(s) before they can proceed one step further, as all proceedings must stop upon a challenge of a court’s jurisdiction to hear the case.

233. A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first

instance.” Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S. Ct. 1409.

234. “Once challenged, jurisdiction cannot be assumed, it must. Be proved to exist.” Stuck v. Medical Examiners, 94 Ca 2d 751. 211 P2d 389. The burden shifts to the court to prove jurisdiction.” Rosemond v. Lambert, 469 F2d 416.

235. “A universal principle as old as the law is that a proceedings. of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property.” Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732. There is no discretion to ignore lack of jurisdiction.” Joyce v. U.S. 474 2D 215.

236. “Court must prove on the record, all jurisdiction facts related. to the jurisdiction asserted.” Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

237. “The law provides that once State and Federal Jurisdiction has been challenged, it must be proven.” Main v. Thiboutot, 100 S. Ct. 2502 (1980).

238. “A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well-established law that a void order can be challenged in any court”. OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

JURISDICTION CANNOT BE WAIVED

239. The principles of waiver, consent, and estoppel do not apply. to jurisdictional issues—the actions of the litigants cannot vest a district court with jurisdiction above the limitations provided by the Constitution and Congress.

240. Judge, United States Magistrate Hon, Joseph M. Strickland, An individual Bar #:5388, The Courts of Appeals have unanimously

upheld the constitutionality of 28 U.S.C. § 636(c)(1)." *Id.* at 1948 n.12.

241. the clerk of court never sent the parties the original consent. notice 28 U.S.C. §636(c)(2). AO Form 85 Notice, Consent, and Reference of a Civil Action to a Magistrate Judge was not. Signed-See EXHIBIT-A

242. The issue of consent is key because a magistrate is an Article I (Not Article III) judicial officer, so subject-matter jurisdiction vests under the Federal Magistrates Act only "upon consent of the parties." 28 U.S.C. § 636(c)(1). Such consent is provided in writing and filed with the clerk of the court.

243. No Statutory Laws no Rules nor Regulations can take away. Our Right to Trial by Jury.

244. We do not consent to be without a Jury. The Court has not obtained our consent to be without a Jury which is clear and unequivocal. We have not signed a Memorandum of Consent to be without a Jury and allow this Court to proceed summarily.

245. This Challenge to the Jurisdiction of the Court is to be. determined by a Special Jury

246. "No sanction can be imposed absent proof of jurisdiction." Standard v. Olesen, 74 S. Ct. 768

247. By order dated November 12, 2015, DEMANDS A TRIAL BY JURY, the Supreme Court of South Carolina has now mandated mediation in all 46 counties in both civil and domestic cases.

COUNT I
(ANTI-TRUST 15 USC §§1 and 15,)

248. Plaintiffs repeat and reallege allegations "1" through "209" as if fully set forth herein.

249. Pursuant to 15 USC §§1 and 15, the contracts entered by The mortgage assignment dated December 2, 2020, Document DBNTC filed March 1, 2021, 8:11 am with The Richland Common Pleas Court is a forgery. Strict proof thereof.

250. Pursuant to 15 USC §§1 and 15, the contracts entered by The mortgage assignment dated December 15, 2022, Document DBNTC filed December 21, 2022, 11:03:51:393 with The Richland Common Pleas Court is a forgery. Strict proof thereof.

FEDERAL ANTITRUST ENFORCEMENT

251. The Sherman Antitrust Act prohibits agreements among competitors to fix prices, rig bids, or engage in other anticompetitive activity. Criminal prosecution of Sherman Act violations is the responsibility of the Antitrust Division of the United States Department of Justice. Violation of the Sherman Act is a felony punishable by up to 10 years' imprisonment and a \$1 million fine for individuals and a fine of up to \$100 million for corporations. In addition, collusion among competitors may also involve violations of the mail or wire fraud statute, the false statements statute, or other federal felony statutes, all of which the Antitrust Division prosecutes.

JURISDICTION AND VENUE

The aforesaid combination and conspiracy were formed and carried out, In part, within the Richland County SC September 15, 2022, preceding The filing of this Information.

IN VIOLATION OF TITLE 15, UNITED STATES CODE, SECTION 1.

Dated:

The allegations relate to investment contracts purchased by state and local municipalities which allow them to earn a return on the proceeds of municipal bonds sales until funds are needed for a public works project. Typically, municipalities receive multiple bids from various banks at auctions arranged by financial advisers, with the bank offering the highest return winning the contract. However, investigators say advisers manipulated the auctions to steer business to a favored bidder in return for kickbacks

A. Pursuant to Rule 11, SCRCP, I certify that consultation with

The attorney for each of these Plaintiffs would not serve any useful purpose.

252. The PLAINTIFFS re-alleges and incorporates by reference. Paragraphs 1 through 254 of this Complaint as though fully set forth. herein.

253. By reason of the conduct described herein, Defendants. violated, is violating, and is about to violate 18 U.S.C. §§ 1341 and 1343. by facilitating a scheme and artifice to defraud and obtain money or property by means of false or fraudulent representations with the intent. to defraud, and, in so doing, use the United States mails and interstate. or foreign wire communications.

254. Upon a showing that Defendants is committing or about to commit mail or wire fraud, the United States is entitled, under 18 U.S.C. § 1345, to seek a permanent injunction restraining all future fraudulent conduct and to any other action that this Court deems just and proper to

prevent a continuing and substantial injury to victims.

255. As a result of the foregoing, the Court should enjoin.

Defendant's conduct under 18 U.S.C. § 1345.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, John C. Nelums; Delmarshi Nelums, requests of The Court the following relief:

A. That the Court issue a permanent injunction, pursuant to 18 U.S.C. § 1345, ordering that Defendants is restrained from engaging participating, Deutsche Bank as Trustee through PHH, agrees to maintain in full. force and effect. A professional Liability Policy. The minimum amount of Coverage shall not be less than one Million Dollars (\$1,000.000.000). Invoice settlement services for payment concealment of (\$ 323,987.48), Deutsche Bank as Trustee and PHH submitted. fraudulent proof of claim on December 2 ,2020 in the name of creditor Deutsche Bank National Trust Company as Trustee for Residential Asset Securitization Trust 2005-A8CB Mortgage Pass-Through Certificates Series 2005-H,

B. The Court Should Grant an Injunction Because Defendants Is Threatening Acts Which Would Render Judgment Ineffectual, or assisting in any Insurance scam or money transmitting business; and

C. That the Court issue a permanent injunction, pursuant to 18 U.S.C.

§ 1345, ordering that Defendant is restrained from engaging, participating, or assisting in any scam or money transmitting business. and Defendants for Concealment of Default Insurance Payment that was paid out from the Plaintiffs Property And using Plaintiffs Names to Secure Insurance Payments from a Fraudulent Insurance Kickback-scheme Invoice settlement services for payment

D. That the Court order such other and further relief as the Court shall deem just and proper.

CERTIFICATE OF SERVICES

I **HEREBY CERTIFY** that a copy of the foregoing Plaintiffs, Motion for Temporary Restraining Order and Preliminary Injunction of Defendant's on Wednesday, was served by email and Certified Registered Letter on April 23, 2024 to the below listed parties:

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Joseph M. Strickland
Judge Master-in-Equity

Richland County Judicial Center
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U.S. Department of Justice
Citizen Complaint Center
Antitrust Division
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Washington, DC 20530
202-307-2040
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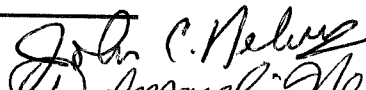

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1270 Northland Drive
Suite 200 Saint Paul, MN 55120

**JOHN C. NELUMS AND DELMARSHI H NELUMS DEMANDS A
TRIAL BY JURY OF ANY AND ALL ISSUES BEFORE THE COURT
AND TRIABLE BY A JURY**

Respectfully submitted on this 23 day of April 23, 2024

John C. Nelums 
Delmarshi Nelums 
315 Bentwood Ln
803-513-9903
Columbia, SC 29229-8981